

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Alexandria Division**

MARRIOTT INTERNATIONAL, INC.,

Plaintiff,

v.

DYNASTY MARKETING GROUP, LLC,  
*et al.*,

Defendants.

Civil Action No. 1:21-cv-00610-AJT/JFA

**CONSENT ORDER**

Plaintiff Marriott International, Inc. ("Marriott") and Defendant Vacancy Rewards, LLC ("Vacancy Rewards") (collectively, "Parties"), by counsel, submit this Consent Order for entry by the Court. Upon the stipulation of the Parties, and for good cause shown, it is hereby:


**ORDERED** that based on the representations of Vacancy Rewards and its principals Jose Ignacio Chavez Garcia and Mauro Rodriguez Villa and the conditions below, Vacancy Rewards is hereby dismissed without prejudice from this case on the conditions set forth in this Order; and it is further

**ORDERED** that Vacancy Rewards, its affiliates Distribution Systems International, LLC and Astuto Travel, LLC, and its principals Jose Ignacio Chavez Garcia and Mauro Rodriguez Villa will: (1) not use or facilitate the use of Marriott's name and/or trademarks; (2) ensure that they do not obtain the benefit of others' use of Marriott's name and/or trademarks; and (3) within five (5) days of learning of others' use of Marriott's name and/or trademarks, will report any and all details related to such use of Marriott's name and/or trademarks to Marriott's counsel; and it is further

**ORDERED** that Vacancy Rewards, its affiliates Distribution Systems International, LLC and Astuto Travel, LLC, and its principals Jose Ignacio Chavez Garcia and Mauro Rodriguez Villa will: (1) cooperate fully with Marriott in its prosecution of this case; (2) provide assistance as requested by Marriott (including but not limited to providing information and documents related to Marriott's allegations); and (3) testify truthfully without subpoena if requested by Marriott; and it is further

**ORDERED** that, for the purposes of enforcement of this Consent Order, Vacancy Rewards, its affiliates Distribution Systems International, LLC and Astuto Travel, LLC, and its principals Jose Ignacio Chavez Garcia and Mauro Rodriguez Villa hereby consent to the jurisdiction of the Eastern District of Virginia and its enforcement powers (by contempt or otherwise), and if Vacancy Rewards, its affiliates Distribution Systems International, LLC and Astuto Travel, LLC, and/or its principals Jose Ignacio Chavez Garcia and Mauro Rodriguez Villa do not comply with this Order, as a measure of the actual and/or statutory damages that Marriott would be entitled to, Vacancy Rewards and its principals Jose Ignacio Chavez Garcia and Mauro Rodriguez Villa agree to pay liquidated damages in the amount of \$25,000 for the first breach, \$50,000 for the second breach, and \$150,000 for each subsequent breach, each of which shall be payable to Marriott fourteen (14) days after notice from Marriott.

**SO ORDERED** this 14<sup>th</sup> day of July, 2022.

  
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Anthony J. Trenga  
United States District Judge  
The Honorable Anthony J. Trenga  
United States District Judge